

# Capital Requests

Department: Department of Public Works

Year: FY2016

## Projects

[illegible]

Please forward all unfilled requests to the next fiscal year

capplan/forms/

## FIVE YEAR PLAN



# ***Town of Lunenburg***

## ***Department of Public Works***

**John M. Rodriquez**  
**Director**

***Tel.: (978) 582-4160***

***Fax: (978) 582-4152***



***520 Chase Road***  
***Lunenburg, MA 01462***

October 14, 2014

Kerry Speidel  
Town Manager

Kerry,

In order to best facilitate the Capital Planning process I would like to offer additional information regarding the (3) Form B's submitted by Department of Public Works: VEHICLES.

The Items in question identified for Fiscal 2016:

- Street Sweeper
- Backhoe Loader
- Six Wheel with Dump Body, Plow and Sander

A replacement schedule was proposed with the expectation that the street sweeper would be purchased two years ago, the backhoe loader last year and the plow sanding unit in the coming fiscal year allowing for the 1984 truck to be decommissioned after the coming winter season. At the bottom of the form: Five Year Plan: *"Please forward all unfilled request to the next fiscal year."*

The sweeper discussion requires no further explanation for purpose of this narrative.

The backhoe, the single most important piece of equipment in use by each division of the DPW a 1996 model, has been in service almost daily for twenty years. The engine has been replaced previously. Repairs to the hydraulic system, in the form of hoses, valves, pistons, are a regular occurrence. The dripping of oil at a job site is unacceptable. These fails are not uncommon to hydraulic machinery after ten to fifteen years. Definitively, it is time for replacement. Any substantial breakdown of this piece of equipment will result in the lease of a similar unit at a cost of thousands of dollars a month. Depending on the cost of the repair, much like the sweeper, the amount could approach or exceed the standing value of the machine simply, not a wise investment. Public Works cannot function properly without this unit.

The six wheel plow sanding unit will replace a 1984 truck, thirty years old. Public Works is unable to carry spare trucks and while the availability of subcontracted plowing units is rarely a problem, the sander component is something not readily available for hire on a guaranteed basis. At each budget discussion, the single component classified as nondiscretionary within the scope of services of the DPW is snow/ice removal. Lacking the proper number of sanding units for sufficient Town-wide coverage will place

vehicular traffic in danger. We are gambling with public safety if we look to extend the life of the current piece of snow fighting apparatus. While the intensity of the winter as a whole is arguable, there will no doubt be numerous, significant winter emergencies. Less than timely treatment of roadways is not an option. Think back to a meeting of the BOS during which a resident called me and the Department to task for what was perceived as a lack of attention to Lancaster Ave. during an icing event. These comments were triggered by a complaint regarding the frequency of sanding "runs." Timely attention to roadways cannot be overstated. Residents have high expectations.

As a result, while it is not my intention to disregard the inclusion of priorities within the coming year, I see no realistic approach to eliminating any of the three pieces of equipment. Any ranking other than "1" could send the wrong message to the Committee. Of the three, only the sweeper can be outsourced.

I look forward to continuing this discussion at the appropriate time.

Respectfully,

***Form B-3***  
***Capital Planning Committee***  
***Town of Lunenburg, Massachusetts***  
***Building Projects and Maintenance***

Date: 10/9/2014

- [illegible]

- |        |
|--------|
| Paving |
|--------|

- ☒ FY 21 anticipated large purchases

- Others

Will Above Expenditure Require Additional Space?     N/A    

- Other: \_\_\_\_\_

- 6 Year Total:

8. Manufacturer/Vendor Warranties Provided: \_\_\_\_\_

9. Justification: Consistent with the Pavement Management Plan, State funding alone is not enough to bring  
the quality of our roads to an acceptable condition.

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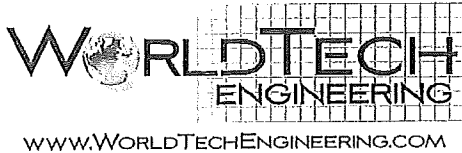
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October 7, 2014

Mr. Jack Rodriquez, Director  
Town of Lunenburg Department of Public Works  
520 Chase Road  
Lunenburg, MA 01462

Reference: Traffic and Safety Improvements at Five Locations  
Professional Engineering Services

Dear Mr. Rodriquez:

WorldTech Engineering (WorldTech) is pleased to submit the following Scope of Services and fee for professional engineering services associated with the investigation and design of traffic and safety improvements at the following locations in the Town of Lunenburg:

- Main Street/Highland Street at Oak Avenue;
- Northfield Road at Oak Avenue;
- Northfield Road at Gilcrest Street;
- Lancaster Avenue at Page Street; and
- Lancaster Avenue at Kilburn Street.

Work will consist of collecting traffic and crash data; analyzing and assessing the subject intersections; developing and recommending improvements and order-of-magnitude construction cost estimates; prioritizing each location and identifying funding sources; designing pedestrian, bicycle and vehicular accommodations; and preparing construction documents.

The Scope of Services shall be apportioned as follows:

- |                  |  |
|------------------|--|
| <b>Phase 1 –</b> | <b>Data Collection and Conceptual Design</b> |
| Phase 2 –        | Preliminary Design Phase                     |
| Phase 3 –        | Final Design Phase                           |
| Phase 4 –        | Construction Administration                  |

The details of the Scope of Services are as follows.

## ***I. SCOPE OF SERVICES***

### **A. Phase 1- Data Collection and Conceptual Design**

#### ***1. General***

The work includes the following tasks:

- Traffic data collection and assessment;
- Crash data collection and assessment;
- Operational (level of service) analysis;
- Preparation of technical traffic study memorandum; and
- Conceptual layout of recommended improvements.

#### ***2. Review of Existing Conditions***

- a. Each location will be visited in the field to visually observe physical and operating information including traffic operations, roadway alignment, pedestrian and bicycle activity or other physical and operational parameters. This will include:
  - Multi-modal needs (transit/pedestrians/bicycles/vehicles)
  - Circulation (vehicles and pedestrians)
  - Delays and queues
  - Safety concerns
  - Crosswalks and wheelchair ramps (locations and treatment)
  - Cross sectional elements (sidewalk/parking/bicycles/travel lanes)
  - Signs and pavement markings
  - Compliance with federal and state guidelines, i.e., Manual on Uniform Traffic Control Devices (MUTCD) and the AASHTO (*Green Book*)
  - Physical constraints
- b. WorldTech will review the conditions of pavement surfaces and curbs within the project area and provide recommendations for levels of reconstruction or rehabilitation. A review of pedestrian accommodations and compliance to relevant ADA requirements will be completed.

### 3. *Traffic Analysis*

#### a. Data Collection

Automatic Traffic Recorder (ATR) count data shall be obtained for a minimum of 48 weekday hours on each study roadway and will include volumes, vehicle classification, and speed. Traffic volume, classification, and speed data collected will be used to establish design criteria for each approach. This scope of services assumes ATRs will be required at the following twelve (12) locations:

- Highland Street north of Oak Avenue (for Main Street/Highland Street at Oak Avenue intersection);
- Main Street south of Oak Avenue (for Main Street/Highland Street at Oak Avenue intersection);
- Oak Avenue east of Turkey Hill Road (for Main Street/Highland Street at Oak Avenue and Northfield Road at Oak Avenue intersections);
- Northfield Road north of Oak Avenue (for Northfield Road at Oak Avenue intersection);
- Northfield Road south of Gilchrest Street (for Northfield Road at Gilchrest Street intersection);
- Northfield Road north of Gilchrest Street (for Northfield Road at Gilchrest Street intersection);
- Gilchrest Street east of Northfield Road (for Northfield Road at Gilchrest Street intersection);
- Lancaster Avenue north of Page Street (for Lancaster Avenue at Page Street intersection);
- Lancaster Avenue between Page Street and Kilburn Street (for Lancaster Avenue at Page Street and Lancaster Avenue at Kilburn Street intersections);
- Lancaster Avenue south of Kilburn Street (for Lancaster Avenue at Kilburn Street intersection);
- Page Street east of Lancaster Avenue (for Lancaster Avenue at Page Street intersection);
- Kilburn Street west of Lancaster Avenue (for Lancaster Avenue at Kilburn Street intersection).

Peak hour (15 minute intervals) turning movement counts between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on a typical weekday, will be taken and summarized at the following five (5) study intersections:

- Main Street/Highland Street at Oak Avenue;
- Northfield Road at Oak Avenue;

- Northfield Road at Gilcrest Street;
- Lancaster Avenue at Page Street; and
- Lancaster Avenue at Kilburn Street.

Collected data will include vehicle turning volume (by type), pedestrian crossing, and bicycle volumes. The traffic data will be summarized in the form of turning movement diagrams.

b. Crash Analysis

Crash data shall be analyzed within the project area for the most recent five (5) years of data available. The data analysis will be used to establish crash trends and to determine the roadway and intersection design deficiencies. The analysis shall be performed using the latest available data furnished to WorldTech by MassDOT and/or the Town.

c. Traffic Projections

The traffic data will be projected to an appropriate design year to reflect anticipated alterations in traffic volumes using background growth rates based on historical traffic data and anticipated development in the immediate area (if provided by the Town).

d. Capacity Analysis

The operations of the intersection will be analyzed under both current and future traffic volumes using Synchro software. The peak hour traffic volumes will be used to determine operational level of service, volume to capacity ratios, and queues.

Based on the findings of the analyses of existing conditions under existing and future traffic volumes, recommendations will be presented to provide the appropriate improvements to each intersection.

e. Evaluation and Recommendations Report

An Evaluation and Recommendations Report will be prepared to compile the collected data, summarize results of the performed analyses, present recommendations for improvements and to discuss other pertinent information. The data will be used to recommend safety and operational improvements for multiple modes of transportation including vehicles, pedestrians, and bicyclists. It is anticipated that up to two (2) alternatives will be developed for each location.

This Scope of Services presumes that the project will not involve MassDOT review, and as such the preparation of a formal Functional Design Report will not be required.

#### 4. *Conceptual Design*

##### a. Base Mapping

Base mapping will be prepared using available GIS data and aerial photography. This material will be prepared in a manner that will be useful for project meetings and ongoing design efforts. Right-of-way information will be limited to available GIS data.

##### b. Conceptual Improvements

Recommended improvements identified in the Evaluation and Recommendations Report will be laid out on aerial base mapping. The conceptual layout will include proposed lane configurations, sidewalks, wheelchair ramps, signs, and pavement markings. Conceptual plans will illustrate limits of work, slope limits, and potential right-of-way impacts based on available GIS information. Improvements to highway lighting are not anticipated.

##### c. Preliminary Construction Cost Estimates

For budgeting purposes and to assist in capital planning of the improvements an order-of-magnitude cost estimate will be developed for each concept. Estimated construction costs will be based on a review of major work items based on the most recent Town bid prices and/or MassDOT District 3 Weighted Average Unit Prices.

##### d. Meetings and Coordination

As part of the Conceptual Design Phase, it is anticipated that WorldTech will attend two (2) daytime coordination meetings with the Department of Public Works during the design process to confirm project parameters and the overall schedule, goals, and understanding of the project components. In addition, WorldTech will attend one (1) meeting with the Town of Lunenburg Board of Selectmen to present the findings of the Evaluation and Recommendations Report and conceptual design plans. WorldTech will prepare presentation materials for the public meetings, including a PowerPoint presentation and/or presentation boards. This Scope of Services assumes that WorldTech will not be presenting the project to MassDOT as

part of a design public hearing. Additional meetings will be billed to the Town on a time and expense basis based on WorldTech wage rates in effect at the time the service are performed.

e. Funding Identification and Assistance

WorldTech will assist the Town in identifying appropriate sources of funding to complete improvements at each location. Potential funding sources include the State Transportation Improvement Program (TIP), MassWorks Infrastructure Program, Small Bottleneck Grant Program, and Town capital improvement and/or mitigation funds.

**Follow-On Services (Not included in budgeted fee)**

Following review and approval of the design concept(s) and as requested by the Town, WorldTech will provide additional follow-on services as described below. The actual Scope of Services and fee for Parts B, C, and D shall be determined following the completion of Phase 1 - Data Collection and Conceptual Design at which time the extent of improvements proposed will be determined.

**B. Phase 2 – Preliminary Design Phase**

*1. Preliminary Design*

- a. WorldTech shall prepare the preliminary (50%) design based on the traffic analysis and standard requirements for a roadway reconstruction project and recommendations and discussions with the Town regarding specific project criteria. The preliminary design will include a conceptual layout of improvements to traffic operations and safety at each location, ADA compliant pedestrian accommodations, describe the roadway geometry and potential changes to the roadway cross-section, general roadway improvements and surface treatments, and pavement markings, potential impacts on abutting properties or other pertinent design features.

**C. Phase 3 – Final Design Phase**

*1. Final Design*

- a. Based on the Town's approval of the Preliminary Design Phase, WorldTech will develop final construction documents suitable for public bid or construction using Town forces and on-call contractors. All work will be prepared in accordance with current Town and MassDOT design requirements and directives.

**D. Phase 4 – Construction Administration**

*1. General*

- a. WorldTech will provide construction administration services including preconstruction conferences, review and approval of shop drawings, site visits, inspections, meetings consultation, signal timing adjustments, assist in final inspection or other related work, as requested by the Town and/or reviewing agencies having jurisdiction over the work. The scope of construction services will be developed following the submission of the final design. All services provided by WorldTech shall be as directed by the Town.

**II. FEES**

- A. The TOWN will pay WorldTech full compensation for the work as described in Section I SCOPE OF SERVICES, Part A (Phase 1- Data Collection and Conceptual Design) the lump sum fee of **\$36,300.00**.
- B. The fee for the work as described in Part B (Phase 2 – Preliminary Design Phase), Part C (Phase 3 - Final Design Phase), and Part D (Phase 4 - Construction Administration) shall be mutually agreed upon in the form of an Amendment to this Agreement.
- C. Reimbursable expenses as may be required shall be billed to the Town on a direct expense basis at 1.10 times cost. Reimbursable expenses incurred in conjunction with the performance of the work shall include, but are not necessarily limited to travel, reproductions, telephone, materials and supplies, shipping, delivery, postage, borings and soils analysis, traffic data collection, police details and printing costs unless otherwise provided for herein, or other additional outside services as may be required and/or requested by the Town. Reimbursable expenses are not included in the lump sum fee. Reimbursable expenses are presently estimated at **\$4,550.00** as defined below and are not to exceed this amount without prior authorization from the Town.

Reimbursable Expenses

Traffic Data Collection (Traffic Counts at Five Locations)	\$4,150.00
Travel, Reproductions, Printing	\$ 400.00
Total Reimbursable Expenses	\$4,550.00

<b>TOTAL UPSET FEE</b>	<b>\$40,850.00</b>
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**III. MISCELLANEOUS**

- A. It is understood that all information that the Town has available relative to the project (i.e., existing plans, drainage studies, topographic survey, traffic study information, GIS data, etc.) will be made available to WorldTech so that we may properly review the project area.
- B. Unless otherwise provided for hereinbefore, the attached "Standard Terms and Conditions" are incorporated herein by reference, and shall be considered a part of this Agreement.
- C. Execution of this letter by a duly authorized official of the Town and the return of one (1) original will be sufficient authorization for WorldTech to proceed immediately with the work involved. One original is also included for the Town's files.

We appreciate this opportunity to continue to be of service to the Town of Lunenburg. If you have any questions regarding this Agreement, Scope of Services or fees, or require additional information, please do not hesitate to contact us directly.

Sincerely,

ACCEPTED: TOWN OF LUNENBURG, MA

WORLDTECH ENGINEERING, LLC

BY: \_\_\_\_\_



TITLE: \_\_\_\_\_

Richard J. Benevento  
President

DATE: \_\_\_\_\_

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS BY PRIOR APPROPRIATION OF FUNDS FOR SERVICES RENDERED PURSUANT TO THIS AGREEMENT

By \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_  
Title

\$ \_\_\_\_\_  
Amount Certified

\_\_\_\_\_  
Account #



8. Manufacturer/Vendor Warranties Provided: 1 year from completion

9. Justification: 3 Locations:

Northfield Rd at New West Townsend Road

Island Road

Lancaster Ave

At each location the existing pipe is in failure and collapse is imminent.

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# R.A. Powell Construction Corp.

# Proposal

259 Leominster Shirley Rd

Lunenburg, MA 01462

Phone (978) 537-8100 Fax (978) 840-6404

To: Town Of Lunenburg DPW  
520 Chase Rd.  
Lunenburg, MA 01462  
Attn: Jack Rodriquez

PHONE 978-582-4160	DATE 10/16/2014
JOB NAME / LOCATION  Culvert Replacment	
FAX 978-582-4152	JOB PHONE

Phase 1

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Culvert #1 - Northfield Rd.  
2 days excavator \$3,600.00  
2 days truck rental \$1,760.00  
2 days, 2 laborers \$2,240.00  
re pave 30' X 40' \$3,960.00  
dewatering \$600.00  
road plates \$750.00  
hay bales & silt fence \$700.00  
stone \$800.00  
32' of 48" Class III RCP 2,300.00  
2 precast headwalls 2,400.00  
**Total Cost \$19,110.00**

Phase 2

Culvert #2 - Island Rd.  
3 days excavator \$5,400.00  
2 days truck rental \$1,760.00  
3 days 3 laborers \$3,360.00  
re pave \$4,100.00  
dewatering \$600.00  
road plates \$750.00  
hay bales & silt fence \$1,000.00  
stone \$800.00  
rip rap stone \$1,200.00  
2 catch basins \$3,000.00  
60' - 36" class III RCP \$2,648.00  
ALT 36" HDPE pipe \$2,248.00  
**Total Cost \$24,618.00**

Culvert #3 Lancaster Ave.  
3 days excavator \$5,400.00  
3 days truck rental \$2,400.00  
3 days 2 laborers \$3,360.00  
re pave \$5,300.00  
dewatering \$1,200.00  
road plates \$1,000.00  
hay bales & silt fence \$1,000.00  
stone \$800.00  
48 - 36" class V RCP \$2,705.00  
2 precast headwalls \$1,900.00  
**Total Cost \$25,065.00**

This proposal excludes police detail & any guardrail.

**We Propose** hereby to furnish material and labor- complete in accordance with the above specifications, for the sum of:

dollars:

Payments to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra cost over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary Insurance. Our workers are fully covered by workers compensation Insurance.

Authorized

Jeff Powell

Signature

Note: this proposal may be withdrawn by us if not accepted within 30 days.

## Acceptance of Proposal:

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature

Signature



8. Manufacturer/Vendor Warranties Provided: 1 year from completion

9. Justification: 3 Locations:

Northfield Rd at New West Townsend Road

Island Road

Lancaster Ave

At each location the existing pipe is in failure and collapse is imminent.

\_\_\_\_\_

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# R.A. Powell Construction Corp.

# Proposal

259 Leominster Shirley Rd

Lunenburg, MA 01462

Phone (978) 537-8100 Fax (978) 840-6404

To: Town Of Lunenburg DPW  
520 Chase Rd.  
Lunenburg, MA 01462  
Attn: Jack Rodriquez

PHONE 978-582-4160	DATE 10/16/2014
JOB NAME / LOCATION Culvert Replacment	
FAX 978-582-4152	JOB PHONE

Phase 1

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Culvert #1 - Northfield Rd.  
2 days excavator \$3,600.00  
2 days truck rental \$1,760.00  
2 days, 2 laborers \$2,240.00  
re pave 30' X 40' \$3,960.00  
dewatering \$600.00  
road plates \$750.00  
hay bales & silt fence \$700.00  
stone \$800.00  
32' of 48" Class III RCP 2,300.00  
2 precast headwalls 2,400.00  
**Total Cost \$19,110.00**

Phase 2

Culvert #2 - Island Rd.  
3 days excavator \$5,400.00  
2 days truck rental \$1,760.00  
3 days 3 laborers \$3,360.00  
re pave \$4,100.00  
dewatering \$600.00  
road plates \$750.00  
hay bales & silt fence \$1,000.00  
stone \$800.00  
rip rap stone \$1,200.00  
2 catch basins \$3,000.00  
60' - 36" class III RCP \$2,648.00  
ALT 36" HDPE pipe \$2,248.00  
**Total Cost \$24,618.00**

Culvert #3 Lancaster Ave.  
3 days excavator \$5,400.00  
3 days truck rental \$2,400.00  
3 days 2 laborers \$3,360.00  
re pave \$5,300.00  
dewatering \$1,200.00  
road plates \$1,000.00  
hay bales & silt fence \$1,000.00  
stone \$800.00  
48 - 36" class V RCP \$2,705.00  
2 precast headwalls \$1,900.00  
**Total Cost \$25,065.00**

This proposal excludes police detail & any guardrail.

**We Propose** hereby to furnish material and labor- complete in accordance with the above specifications, for the sum of:

dollars:

Payments to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra cost over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workers compensation insurance.

Authorized

Jeff Powell

Signature

Note: this proposal may be withdrawn by us if not accepted within

30 days.

## Acceptance of Proposal:

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature

Signature

**Form B-3**  
**Capital Planning Committee**  
**Town of Lunenburg, Massachusetts**  
**Building Projects and Maintenance**

All requests shall be coordinated with the DPW Director and/or Director of Facilities & Grounds.

Department: DPW - Projects

Contact Person: Jack Rodriquez

Date: 10/9/2014

1. Equipment to be acquired (quantity and description) Include detailed list of accessories or options.

Town-wide survey of hazardous trees in right of way.

2. Intended Use of Equipment:

Priorities for tree removal proactively

3. Fiscal Year Purchase Requested:

FY 16 ☒

FY 17 ☐

FY 18 ☐

FY 19 ☐

FY 20 ☐

☐ FY 20 anticipated large purchases

4. Rank the Priority Within Year Requested: # 5 of 5 requests

5. Purpose of Expenditure (Check All That Apply)

Scheduled Replacement ☐

Condition Inadequate ☒

Expanded Service ☒

Replace Worn Equipment ☐

Increased Safety ☐

New Operation ☐

Legal Requirement ☐

Maintenance ☒

Others                                 

If replacement, what is being replaced?   

Financial Impact on Operating Budget (maintenance, cost of operation, required training)?

Best use of limited funds

Will Above Expenditure Require Additional Space?     No    

6. Alternatives Reviewed:

Contract Services Out to Private Company

Other: Outsourced

7. Cost Information - Attach three written estimates.

	Per Unit	Total	Cost In Fiscal Year Ending	
			Year	
Purchase Price		\$ 12,000.00	0	June 30,
Financing/Other Costs			1	June 30,
Less Trade In			2	June 30,
Net Purchase Cost		\$ 12,000.00	3	June 30,
			4	June 30,
			5	June 30,
Estimated Annual Maintenance Cost:			6 Year Total:	



8. Manufacturer/Vendor Warranties Provided: 1 year from completion

9. Justification: The DPW, due to limited resources, approaches tree removal in a reactionary method. By  
providing the department with a priorities list of hazardous trees for removal best use can be made  
of existing funds and a better representation of need throughout the budget process. This plan will be  
created and updated by a certified arborist (Carl A. Cathcart - MA Cert #114, ISA cert #716) on a yet to  
be determined frequency. Becoming proactive will also serve the Town well in terms of potential  
litigation.

Please see attached.



## A Plant Health Care Consultant



MA Certified Arborist # 1114 ISA Certified Arborist # 0716A American Society of Consulting Arborist  
TREE INVENTORIES • APPRAISALS • DIAGNOSIS • TREE RISK ASSESSMENTS

### AGREEMENT BETWEEN CLIENT AND CONSULTING ARBORIST

This Agreement, effective as of November 1, 2014 is between, Town of Lunenburg Massachusetts who is represented by Jack Rodriquez Department of Public Works and Carl A Cathcart Consulting Arborist of A Plant Health Care Consultant Co, 149 Randall Road, Stow, MA. 01775 as listed below.

Name of Project: Lunenburg Hazard Tree Windshield Inventory

#### Consulting Arborist's Basic and Additional Services

- A. Consulting Arborist agrees to provide Client the following Basic Services. Implementation of said services will be based on input and guidelines provided by Client. Implementation of said inventory will include the following component:

Prepare a written Excel Spreadsheet to show the categories for the hazard trees located on all 90 miles of paved road for the Town of Lunenburg Massachusetts. Attached tree inventory excel sheet will be used to collect information to help reduce the hazard tree conditions throughout the Town of Lunenburg. This information will be collected by the method of a drive by windshield survey. This will be categorized as priority 1, extreme hazard, Priority 2 equals high risk hazard, Priority 3 equals moderate risk hazard. All these hazard ratings depend on location of tree, size of tree, and current condition of the street trees.

Excluded Services: Project management, payment requests by others, subsurface conditions, plot line location, drainage, utilities' location, surveys, permits, signage, security, lighting, insurance requirements, project budget and any non- related to the woody plant maintenance after completion.

149 Randall Road, Stow, MA 01775 • Phone (978) 764-6549  
E-mail: [carl.phc@Verizon.net](mailto:carl.phc@Verizon.net) • [www.treeconsultant.com](http://www.treeconsultant.com)

This Agreement, effective as of November 1, 2014 is between, Town of Lunenburg Massachusetts who is represented by Jack Rodriquez Department of Public Works and Carl A Cathcart Consulting Arborist of A Plant Health Care Consultant Co, 149 Randall Road, Stow, MA. 01775.

2

Consulting Arborist Carl A. Cathcart agrees to provide his professional services in accordance with generally accepted standard of arboriculture such as the use of the Guide for Tree Risk Assessments 1<sup>st</sup> Edition 2103 International Society of Arboriculture and my personal years of education and experience.

Consulting Arborist Carl A. Cathcart agrees to put forth reasonable efforts to comply with codes, laws and regulations as written by the Town of Lunenburg, Massachusetts, in effect as of the date of this agreement.

### **Indemnification**

The Town of Lunenburg Massachusetts agrees to indemnify, defend and hold Consulting Arborist Carl A. Cathcart harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to the Town of Lunenburg Massachusetts property on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the present of the consulting arborist on the subject property for the purpose of performance of obligations of Consulting Arborist under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Consulting Arborist's negligent errors or omissions.

### **Inventory Charge.**

**Cost of this Hazardous Tree Windshield Inventory will be \$12,000.**

**This fee is for the above-mentioned project only and does not include any other fees such as additional meeting once the document has been reviewed and accepted and is signed.**

This Agreement, effective as of November 1, 2014 is between, Town of Lunenburg Massachusetts who is represented by Jack Rodriquez Department of Public Works and Carl A Cathcart Consulting Arborist of A Plant Health Care Consultant Co, 149 Randall Road, Stow, MA. 01775.

3

## Fees

All payments are due Consulting Arborist upon receipt of final assessment report. A service charge of 1.5% per month will be charged on amounts due more than 30 days after the date of invoice.

I agree to the above agreement including additional fees if requested in writing by the client and payments for subsequent services as invoiced according to the Schedule of Fee.

Consulting Arborist: Carl A Cathcart

Carl A Cathcart Date 10-16-14

Client: Authorized signature

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

## Lunenburg Hazard Tree Windshield Inventory

[illegible]

## INDEX OF ADVERTISERS

Acorn Tree and Landscape .....	10
Amherst Nurseries .....	5
Bandit Industries .....	6
Bartlett Consolidated .....	14
Cleaves Company .....	7
Crané Licensing .....	11
CUES Equipment .....	11
Davey Resource Group .....	6
FEVA .....	7
Horticultural Technologies .....	7
Mayer Tree Service .....	13
OESCO .....	6
Prof'l Environmental Services .....	4
Shelter Tree .....	15
Urban Forestry Solutions .....	13



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## Lenox, Stockbridge face \$800K suit in 2012 death of man struck by tree

By Clarence Fanto [cfanto@yahoo.com](mailto:cfanto@yahoo.com)  
Special to the Eagle  
Posted 8/18/2014

Captured online 9/6/14 from

[http://www.berkshireeagle.com/News/ci\\_26360159/Lenox-Stockbridge-face-800K-suit-in-2012-death-of-man-struck-by-tree](http://www.berkshireeagle.com/News/ci_26360159/Lenox-Stockbridge-face-800K-suit-in-2012-death-of-man-struck-by-tree)

The family of a Sudbury man who died after a rotten tree fell on him as he returned to his car on Richmond Mountain Road following a nighttime Tanglewood concert is seeking \$800,000 in a negligence claim against the towns of Lenox and Stockbridge.

The road bisects the two communities and at the time of the July 4, 2012 incident, the precise location of the tree, before and after it fell, was believed to include both towns.

The claim, received in a demand letter from the Boston attorney representing the estate of Lester J. Holtzblatt, was referred by both towns to their insurer, the Massachusetts Interlocal Insurance Association (MIIA).

Holtzblatt, 61, was a senior principal systems engineer at the Bedford office of the MITRE Corp., a global nonprofit that operates federally funded research and development centers.

He was returning to his car with his wife, Karen, following a James Taylor concert when the tree suddenly collapsed on the roadway leading to the Kripalu spa, where the couple had parked. At the time, Lenox police termed the tragedy "an act of God."

In his letter to town leaders on behalf of the Holtzblatt family, Boston attorney Bradley M. Henry contended that the towns "knew, or reasonably should have known that the long-dead tree presented an imminent safety hazard."

Detailing the incident, Henry wrote that "unfortunately, due to the negligent inspection of

*Continued next page*

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the trees along Richmond Mountain Road near Tanglewood, Mr. Holtzblatt lost his life as one such tree broke in half, fell and struck him. Mr. Holtzblatt died laying in the roadway with first responders trying to revive him."

In support of his written claim, the attorney, who was unavailable for comment at his office on Monday, attached a report from EMT responders at the scene noting that "the tree appeared rotten." On-scene photos, also attached, depicted a "rotted center and core of the tree, and an exterior stripped of virtually all bark and branches," Henry stated.

"Mrs. Holtzblatt is both hopeful and confident that an amicable and appropriate settlement of this matter can be reached in the near future without the need for litigation," the attorney's letter added.

At the time of his death, Henry wrote, Holtzblatt was earning \$150,000 a year with no specific plans to retire, and he and his wife had two children and two grandchildren, "upon whom Les dotted unabashedly."

Town officials in Lenox and Stockbridge declined comment, pointing out that their municipal insurer was handling the claim. At MIIA, a division of the Massachusetts Municipal Association located in Woburn, the senior claims representative assigned to the case was not available for an interview.

In his claim, the attorney placed the location of the tree in Lenox and wrote that the two towns "by their own formal and informal agreements, as well as custom and practice" shared responsibility for maintaining Richmond Mountain Road and the trees alongside it.

Referring to 16 photos taken at the scene by Lenox police, "to even the naked eye of an untrained and casual observer, the tree appears obviously dead and it was located at the very edge of the roadway," Henry contended. "Any reasonable tree warden or other representative would, and should have immediately recognized that this tree needed

to be removed from the area in order to preserve public safety, particularly in an area that welcomes vast numbers of visitors during the summer months."

The attorney argued that "the failures by the towns of Lenox and Stockbridge in the inspection, care, maintenance and removal of trees along Richmond Mountain Road led directly to Mr. Holtzblatt's untimely, preventable injuries, pain and suffering and, ultimately his death, as well as the negligent infliction of emotional distress and loss of consortium to his wife, Karen."

Citing the details of the case and the financial and emotional impact on the family, Henry wrote: "This is a case in which a responsible jury would likely grant an award in the millions against a private party, and the family and estate of Mr. Holtzblatt are prepared to pursue claims against any and all private parties that were negligent and-or grossly

Continued on page 15

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Lenox, Stockbridge face \$800K suit—continued from page 6

negligent regarding this incident."

"Separate and considerably larger demands are expected to be tendered to private parties having any role in this matter," he added.

However, according to the attorney, Mrs. Holtzblatt "would prefer to sit down and discuss how to resolve this matter in a way that, apart from mere and quite limited compensation for the incident, may lead to processes and procedures that might avoid such tragedies in the future."

Messages left for Karen Holtzblatt were not immediately returned on Monday. 🐾

### Upcoming USFS Webinar to Address Tree Risk Assessment for Municipal Officials

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*Coming up*

November 12, 2014 from 1:00-2:00 pm ET,  
**Tree Risk Assessment for Municipal Officials**  
*Paul Ries, Oregon Department of Forestry*  
*Jerry Mason, Mason and Stricklin, LLC*

These webinars are open to all. Archived webinar presentations and recordings are available at its website, <http://www.fs.fed.us/research/urban-webinars/>. This seminar series is presented by the Forest Service's National Urban Forest Technology & Science Delivery Team. 🐾

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